

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 Of 30		
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0221		3. Effective Date 2004JAN22		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATBC BETTY NALLEY (586)574-6200 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: NALLEYB@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451 SCD B PAS NONE ADP PT HQ0339				
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) OSHKOSH TRUCK CORP. OSHKOSH TRUCK CORPORATION 2307 OREGON STREET P.O. BOX 2566 OSHKOSH, WI. 54903-2566 TYPE BUSINESS: Large Business Performing in U.S.			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE				
			9. Discount For Prompt Payment				
Code 45152 Facility Code			10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12		
11. Ship To/Mark For SEE SCHEDULE			12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381				
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(2) <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data SEE SECTION G				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
KIND OF CONTRACT: Service Contracts							
15G. Total Amount Of Contract					\$3,424,812.00		
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	22
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	11	X	J	List of Attachments	30
X	D	Packaging and Marking	14	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	15		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	16				
X	G	Contract Administration Data	17		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	18		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer GLORIA MCCrackEN MCCRACKG@TACOM.ARMY.MIL (586) 574-6524			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ /SIGNED/ (Signature of Contracting Officer)		2004JAN22	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

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Name of Offeror or Contractor: OSHKOSH TRUCK CORP.			

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of Contract W56HZV-04-C-0221 is to award the following:

CLIN 0001AA - Validation of Crew Protection Kit/Air Conditioning Kit Installation. The total for this effort is \$119,058.00.

CLIN 0001AB - services for the installation of 182 Crew Protection Kits (CPK) on the HEMTT vehicles. The CPK consists of right, left and center blast deflectors, front, side, rear and roof cab armor panels, radiator grille armor, side window and windshield armor, and four-point restraint system. The unit price per kit for installation is \$12,217.00. The total of this effort is \$2,223,494.00.

CLIN 0001AC - Additional Service Hours. This is a Level of Effort (LOE) for additional labor hours that may be required. This effort will not exceed 4,000 hours. The hourly rate for this effort is \$69.00. The total for this CLIN is \$276,000.00.

CLIN 0001AD - Additional Services. This CLIN is to be charged as a Level of Effort (LOE). This CLIN is to cover additional supervisory hours that may be required. This effort will not exceed 1,008 hours. The hourly rate for this effort is \$76.00. The total for this CLIN is \$76,608.00.

CLIN 0001AE - Additional Car Rental. This is a Level of Effort (LOE) CLIN. This CLIN covers additional rental expense time as necessary for set-up and travel. (7 days/week c (2 weeks) x (\$134/day) x (3 cars = \$5,628.00.) This effort will not exceed 14 days for a total of \$5,628.00.

CLIN 0001AF - Additional Travel. This is a Level of Effort (LOE) CLIN. This CLIN covers additional per diem that may be required for additional set-up and training. (7 days/week) x (2 weeks) x (\$321/day) x (6 FSRs) = \$26,964.00. This effort will not exceed 14 days for a total of \$26,964.00.

CLIN 0002AA - HEMTT Kit - Air Conditioning. This CLIN covers the delivery and installation of 182 air conditioning kits on the same HEMTTs in the SWA Theater. The unit price per kit is \$3,208.00. The total cost for this CLIN is \$583,856.00.

CLIN 0002AB - HEMTT Armor Kit - Alternator. This CLIN covers the delivery and installation of 182 alternators, part number 2071710. The unit price per alternator is \$622.00. The total cost for this CLIN is \$113,204.00.

2. This is a sole source effort to Oshkosh Truck Corporation.

3. The scope of work appears as C.1 in Section C.

4. The following attachments appear in Section J:

- a. All Additional Hand and Power Tools for Kit Installation
- b. Insallation Related Consumables
- c. Contract Data Requirements List (CDRL) for the Installation of the HEMTT CPK and Air Conditioning Kits.

5. The contractor shall ship all components to their facility in SWA (Kuwait) at the following address:

Yusuf Alghanim & sons WLL
Airport Road
Shuwaikh, Kuwait

6. The total cost of this effort is \$3,424,812.00.

*** END OF NARRATIVE A 001 ***			
Regulatory Cite	Title		Date
A-1	52.204-4016	TACOM-WARREN ELECTRONIC CONTRACTING (TACOM)	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

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(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-2	52.217-4911 (TACOM)	NOTICE OF URGENT REQUIREMENT	NOV/2001
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TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Clause]

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Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SECURITY CLASS: Unclassified</p>				
0001AA	<p><u>VALIDATION OF CPK/AC KIT INSTALLATION</u></p> <p>NOUN: HEMTT ARMOR KITS - INSTALL PRON: J642D136J6 PRON AMD: 01 ACRN: AA AMS CD: 51108992015</p> <p>Price includes 1 each air conditioning kit with alternator kit</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3 DEL REL CD QUANTITY DEL DATE 001 1 30-JUN-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	LO	\$ 119,058.00000	\$ 119,058.00
0001AB	<p><u>INSTALLATION OF CPK/AC KITS</u></p> <p>NOUN: HEMTT ARMOR KITS - INSTALL PRON: J642D136J6 PRON AMD: 01 ACRN: AA AMS CD: 51108992015</p> <p>Performance certifier is Mr. Clyde Hobby, AMC-LSE FWD.</p> <p>(End of narrative B001)</p>	182	EA	\$ 12,217.00000	\$ 2,223,494.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3 DEL REL CD QUANTITY DEL DATE 001 182 30-JUN-2004 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	4000	EA	\$ 69.00000	\$ 276,000.00
	ADDITIONAL SERVICE HOURS				
	NOUN: HEMTT ARMOR KITS - INSTALL PRON: J642D136J6 PRON AMD: 01 ACRN: AA AMS CD: 51108992015				
	This is Level of Effort (LOE). CLIN 0001AC is for additional labor that may be required. Hours are to be submitted by Invoice to the Performance Certifier.				
	Performance Certifier is Mr. Clyde Hobby, AMC-LSE FWD.				
	(End of narrative B001)				
	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3 DEL REL CD QUANTITY DEL DATE 001 4,000 30-JUN-2004 FOB POINT: Destination				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>ADDITIONAL SERVICES</u></p> <p>NOUN: HEMTT ARMOR KITS - INSTALL PRON: J642D136J6 PRON AMD: 01 ACRN: AA AMS CD: 51108992015</p> <p>This is Level of Effort (LOE). CLIN 0001AD is for additional supervisory hours that may be required. Hours are to be submitted by Invoice to the Performance Certifier.</p> <p>Performance Certifier is Mr. Clyde Hobby, AMC-LSE FWD.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 000000 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1,008 30-JUN-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1008	EA	\$ 76.00000	\$ 76,608.00
0001AE	<p><u>ADDITIONAL CAR RENTAL</u></p> <p>NOUN: HEMTT ARMOR KITS - INSTALL</p>	14	EA	\$ 402.00000	\$ 5,628.00

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Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PRON: J642D136J6 PRON AMD: 01 ACRN: AA AMS CD: 51108992015</p> <p>Level of Effort (LOE). CLIN 0001AE covers additional rental expense time as necessary for set-up and travel. (7 days/week)x(2 weeks)x(\$134/day)x(3 cars) = \$5,628.00</p> <p>Hours charged to be submitted by Invoice to the Performance Certifier.</p> <p>Performance Certifier is Mr. Clyde Hobby, AMC-LSE FWD.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3 DEL REL CD QUANTITY DEL DATE 001 14 30-JUN-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0001AF	<p><u>ADDITIONAL TRAVEL</u></p> <p>NOUN: HEMTT ARMOR KITS - INSTALL PRON: J642D136J6 PRON AMD: 01 ACRN: AA AMS CD: 51108992015</p> <p>Level of Effort (LOE). CLIN 0001AF is for additional per diem that may be required for additional set-up and training. (7 days/week)x(2 weeks)x(\$321/day)x(6 FSRs) = \$26,964.00</p> <p>Hours charged are to be submitted by invoice to the Performance Certifier.</p> <p>Performance Certifier is Mr. Clyde Hobby,</p>	14	EA	\$ 1,926.00000	\$ 26,964.00

Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

[illegible]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZW4012S201 Y00000 M 3 PROJ CD BRK BLK PT IU2 DEL REL CD QUANTITY DEL DATE 001 182 30-JUN-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0002AB	<p><u>ALTERNATOR HARDWARE</u></p> <p>NOUN: HEMTT ARMOR KIT - ALTERNATOR PRON: J642D134J6 PRON AMD: 02 ACRN: AB AMS CD: 51108992015</p> <p>The following part number applies:</p> <p>Alternator - P/N 2071710</p> <p>(End of narrative B001)</p> <p>ITEMS ARE TO BE SHIPPED TO THE FOLLOWING ADDRESS BY CONTRACTOR:</p> <p>YUSUF ALGHANIM & SONS WLL AIRPORT ROAD SHUWAIKH, KUWAIT</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	182	EA	\$ 622.00000	\$ 113,204.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 W56HZW4012S200 Y00000 M 3</div> <div>PROJ CD BRK BLK PT</div> <div>IU2</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 182 30-JUN-2004</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP-TO) WILL BE FURNISHED PRIOR</div> <div>TO THE SCHEDULED DELIVERY DATE FOR</div> <div>ITEMS REQUIRED UNDER THIS</div> <div>REQUISITION.</div>				

DOC		SUPPL			
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>
001	W56HZW4012S200	Y00000	M		3
	<u>PROJ CD</u>	<u>BRK BLK PT</u>			
IU2					
<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DEL DATE</u>		
001	182		30-JUN-2004		

SHIP TO: PARCEL POST ADDRESS
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR
TO THE SCHEDULED DELIVERY DATE FOR
ITEMS REQUIRED UNDER THIS
REQUISITION.

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Name of Offeror or Contractor: OSHKOSH TRUCK CORP.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
SCOPE of WORK

C.1. HEMTT Crew Protection Kits

Background: Meet urgent requirement for providing ballistic protection and improve operating environment for tactical vehicles in support of Operation Iraqi Freedom. The HEMTT Crew Protection Kit (CPK) provides increased protection against mines and unexploded ordnance, light artillery fragments, and 7.62 mm M80 Ball projectiles. The CPK consists of right, left and center blast deflectors, front, side, rear, and roof cab armor panels, radiator grille armor, side window and windshield armor, and four-point restraint system. A separate air conditioning kit is to be installed which will improve operating conditions inside the vehicle.

Objective: Installation support for 182 HEMTT CPK and purchase and installation of air conditioning kits in Southwest Asia (SWA). The CPK installation instructions are furnished with each kit and will also be provided electronically.

C.1.1. The Contractor shall install Government Furnished CPK in accordance with the Government-Furnished installation instructions. Installation will be conducted at a Contractor's facility in Theater. Length of time for installation of the CPK kits is estimated at 60 man-hours per vehicle and for the air conditioning kits is estimated at 25 man-hours per vehicle 24 hours a day, seven days a week.

C.1.2. The weight of several components exceeds the recommended allowed lift for two people and mechanical aids will be necessary. The Government will provide the use of two Forward Repair Systems (FRS). The Contractor shall provide any additional mechanical lift assistance necessary to conduct the installation of the kits.

C.1.3. The Contractor shall provide all additional hand and power tools required for kit installation beyond those supplied in the FRS per Attachment #1 and installation related consumables identified in Attachment #2.

C.1.4. The Contractor shall clean vehicles prior to installation of kits.

C.1.5. Project Leader shall have Secret Security Clearances to work in the SWA Theater. Each contractor employee if operating a vehicle, will a Commercial Drivers License or military equivalent to operate the equipment.

C.1.6. The Contractor shall obtain upon all necessary Visas and passports required for each employee.

C.1.7. The Contractor shall be required to work a seven day week, 24 hour work day to meet mission requirements. This schedule is subject to alteration based on equipment availability.

C.1.8. The Contractor shall provide a vehicle inspection checklist (see CDRL A001) that details the pre and post kit installation condition of the vehicle. The vehicles will be in a minimum operational (1020 Standard) condition prior to Armor Kit Installation. The checklist shall be provided to the Performance Certifier upon completion of kit application.

C.1.9. The contractor shall properly dispose of all replaced hardware in accordance with post procedures or the direction of the Army Materiel Command, Logistics Support Element (Forward), (AMC LSE Fwd) POC/COTR, Mr. Clyde Hobby, the Performance Certifier.

C.1.10. The contractor shall have a quality assurance system that as a minimum documents inspection status and assures verifiable consistency in the level of the quality of all work performed for the Government.

C.1.11. The contractor shall designate an on-site Project Leader who shall be the principal point of contact to the Government Performance Certifier. The Project Leader shall provide a monthly progress report indicating activities; expenditures and issues (see CDRL A002).

C.1.12. DELETE

C.1.13. The Government will be responsible for transportation of the 182 CPK kits from Kaiserslautern, Germany to the installation site in the SWA Theater of Operations.

C.1.14. DELETE

C.1.15. The contractor shall provide an After Action Report to the Government upon completion of this Scope of Work (see CDRL A003).

C.1.16. The contractor shall provide the 182 air conditioners to SWA Theater of Operation.

C.1.17. The Government may provide facilities to include maintenance bays, water, electricity and compressed air capability.

C.1.18. The Government will provide two FRS to support the application of kits on site. The FRS has its own air source, crane, welding capability, a tailored set of industrial quality hand and power tools, and its own on board power source.

C.1.19. DELETE

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C.1.20. Additional Deployment Requirements for FSR's Only:

- a. The contractor shall ensure that all personnel hired by or for the contractor will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety, unless directed otherwise in this Scope of Work.
- b. The contractor or contractor employees shall report into the (AMC LSE Fwd) upon the contractors deployment in the area of operation (AOR) to facilitate the AMC LSE Fwd logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or the Performance Certifier. The POC is COL Olsen, Commander LSE SWA.
- c. If a contractor employee departs an area of operation without Government permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without Government permission, the replacement is at contractor expense and must be complete within two weeks, unless otherwise directed by the contracting officer
- d. While performing duties IAW the terms and conditions of the Contract, the Service Theater Commander will provide force protection to Contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy) civilians in the operations area unless otherwise stated in the Contract.
- e. The Contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training. The training shall take place at one of the CONUS Replacement Centers (CRC) locations (Ft. Benning, GA; Ft. Sill, OK, or Ft. Bliss, TX) in which the Government can obtain space. Duration is 40 hours. The Government would prefer individuals that have already gone through this training and are ready to deploy almost immediately.
- f. The Government will provide the Contractor employees with Chemical Defensive Equipment (CDE) and familiarization training commensurate with the training provided to Department of Defense civilian employees. This equipment will be provided at CRC for employees traveling from CONUS.
- g. The Contracting Officer or Performance Certifier will identify to the contractor all identification cards and tags required for deployment. These cards/tags shall be obtained at the CRC.
- h. The Government will require a medical screening at the CRC for FDA approved immunizations, which may include DNA sampling.
- i. The Government at its discretion may provide to Contractor employees deployed in the theater of operation on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.
- j. Contractors accompanying the force are not authorized to wear military uniform, except for specific items required for safety and security. If required, the Government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE).
- k. The Contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the Scope of Work. Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.
- l. Upon arrival in the area of operations, contract employees will receive reception, staging, and onward movement and integration as directed by the contracting officer or Performance Certifier, the AMC LSE Fwd, or Theater Commander.
- m. Living under field conditions, if applicable. The Government will provide the contract employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the Contract.
- n. Morale, Welfare, Recreation: The government shall when approved by the installation or theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the Contract, provide to contract employees deployed in the theater of operations, morale, welfare and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U.S. Personnel only.
- o. Next of Kin Notification: Before deployment, the contractor shall ensure that each contract employee completes a DD Form 93,

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Record of Emergency Data Card, and returns the completed form to the designated Government official and a copy to the contracting officer.

p. Upon notification to the contractor of redeployment, the contract employees are authorized to travel from the theater of operations to the designated CRC or individual redeployment site.

q. The contractor shall provide the contracting officer with documentation, annotated by the receiving Government official, of all clothing and returns.

C.1.21. The Period of Performance for this effort will be from date of award through 30 June 04.

C.1.22. The Performance Certifier for this effort is Mr. Clyde Hobby, Dep. AMC-LSE FWD.

*** END OF NARRATIVE C 001 ***			
	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: none.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

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SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____

Oshkosh Truck Corporation

2307 Oregon Street, Oshkosh, WI 54903-2566

SUBCONTRACTOR'S PLANT: INSPECTION OF MATERIAL:

Advanced Military Packaging

2660 Oregon Street, Oshkosh, WI 54902

INSPECTION OF PACKAGING AND SHIPPING PT.

Bentley Packaging

5350 S. Kirkwood, Cudahy, WI 53110

[End of Clause]

E-5	52.246-4029 (TACOM)	ACCEPTANCE POINT: ORIGIN	OCT/2002
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We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E-6	52.246-4048 (TACOM)	DRAWINGS FOR INSPECTION	NOV/1982
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The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-44	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF IMPORTATION	APR/1984
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-8	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
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(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	J642D136J6 51108992015 A14P50151CAR	AA	2	21 42035000041C1C03P511089252G S20113	4ZHTZR	W56HZV \$	119,058.00
0001AB	J642D136J6 51108992015 A14P50151CAR	AA	2	21 42035000041C1C03P511089252G S20113	4ZHTZR	W56HZV \$	2,223,494.00
0001AC	J642D136J6 51108992015 A14P50151CAR	AA	2	21 42035000041C1C03P511089252G S20113	4ZHTZR	W56HZV \$	276,000.00
0001AD	J642D136J6 51108992015 A14P50151CAR	AA	2	21 42035000041C1C03P511089252G S20113	4ZHTZR	W56HZV \$	76,608.00
0001AE	J642D136J6 51108992015 A14P50151CAR	AA	2	21 42035000041C1C03P511089252G S20113	4ZHTZR	W56HZV \$	5,628.00
0001AF	J642D136J6 51108992015 A14P50151CAR	AA	2	21 42035000041C1C03P511089252G S20113	4ZHTZR	W56HZV \$	26,964.00
0002AA	J642D135J6 51108992015 A14P50151CAR	AB	2	21 42035000041C1C03P51108931E1 S20113	4ZHTZR	W56HZV \$	583,856.00
0002AB	J642D134J6 51108992015 A14P50151CAR	AB	2	21 42035000041C1C03P51108931E1 S20113	4ZHTZR	W56HZV \$	113,204.00
						TOTAL \$	3,424,812.00
SERVICE					ACCOUNTING	OBLIGATED	
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION			STATION	AMOUNT	
Army	AA	21	42035000041C1C03P511089252G	S20113	W56HZV	\$	2,727,752.00
Army	AB	21	42035000041C1C03P51108931E1	S20113	W56HZV	\$	697,060.00
						TOTAL \$	3,424,812.00

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-5	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	APR/2002
H-6	252.225-7013	DUTY-FREE ENTRY	APR/2003
H-7	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-8	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-9	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-10	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	JUN/1998

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-11	5152.225-74-9000	CONTRACTORS ACCOMPANYING THE FORCE	NOV/2003
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- (a) General.
- (1) Performance of this contract may require deployment of Contractor Personnel in support of military operations. The Contractor acknowledges that such operations are inherently dangerous and accepts the risks associated with contract performance in this environment.
 - (2) For purposes of this clause, the term ``Contractor Personnel'' refers to the Contractor's officers and employees. Unless otherwise specified (e.g., subparagraph (b) of this clause), this term does not include personnel who permanently reside in the country where contract performance will take place.
 - (3) The Contractor shall ensure that Contractor Personnel working in an area of operations (AO, as defined in the Joint Publication 1-02, ``DOD Dictionary of [[Page 66741]] Military and Associated Terms'') are familiar and comply with applicable:
 - (i) Military Service and Department of Defense regulations, directives, instructions, general orders, policies, and procedures, in particular Army Regulation 715-9 and Field Manual 3- 100.21;
 - (ii) U.S., host country, local, and international laws and regulations; and
 - (iii) treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements) relating to safety, health, force protection, and operations under this contract.
 - (4) The Contractor shall ensure that this clause is included in all subcontracts.
- (b) Compliance with Combatant Command Orders. The Contractor shall ensure that Contractor Personnel, regardless of residency status,

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working in the AO comply with all orders, directives, and instructions of the combatant command relating to non-interference in military operations, force protection, health, and safety. The Combatant Commander or his subordinate commanders, in conjunction with the Contracting Officer or the Contracting Officer's Representative, may direct the Contractor, at the Contractor's own expense, to replace and, where applicable, repatriate any Contractor personnel who fail to comply with this provision. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(c) Contractor Personnel Administration.

(1) In order to maintain accountability of all deployed personnel in the AO, the Contractor shall follow instructions issued by the Army Materiel Command's Logistics Support Element (AMC LSE) or other Contracting Officer's designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(2) The Contractor shall coordinate with the AMC LSE or other Contracting Officer's designated representative for logistics support, as follows: (i) Upon initial entry into the AO; (ii) upon initiation of contract performance; (iii) upon relocation of contract operations within the AO; and (iv) upon exiting the AO.

(3) 45 Days after deployment, the Contractor shall ensure that:

(i) All Contractor Personnel complete two DD Forms 93, Record of Emergency Data Card. One copy of the completed form shall be returned to the Government official specified by the Contracting Officer's designated representative; the other shall be hand-carried by the individual employee to the AO.

(ii) All required security and background checks are completed.

(iii) All medical screening and requirements are met.

(4) The Contractor shall ensure that Contractor Personnel have completed all pre-deployment requirements specified by the Contracting Officer's designated representative (including processing through the designated Continental United States (CONUS) Replacement Center unless another deployment processing method is specifically authorized), and the Contractor shall notify the Contracting Officer's designated representative that these actions have been accomplished.

(5) The Contractor shall have a plan for timely replacement of employees who are no longer available for deployment for any reason, including mobilization as members of the Reserve, injury, or death.

(d) Clothing and Equipment Issue.

(1) To help distinguish them from combatants, Contractor Personnel shall not wear military clothing unless specifically authorized by a written Department of Army waiver. Contractor Personnel may wear specific items of clothing and equipment required for safety and security such as ballistic or NBC (Nuclear, Biological, Chemical) protective clothing. The CONUS Replacement Center or the combatant command may provide to the Contractor Personnel military unique Organizational Clothing and Individual Equipment (OCIE) to ensure security and safety.

(2) All issued OCIE shall be considered Government Furnished Property, and will be treated in accordance with Government Furnished Property clauses included elsewhere in this contract.

(e) Weapons and Training.

(1) Contractor Personnel may not possess privately owned firearms in the AO. The combatant command may issue weapons and ammunition to Contractor Personnel, with the employee's company's consent as well as the individual employees' consent, and may require weapons and other pre-deployment training.

(2) The Contractor shall ensure that Contractor Personnel follow all instructions by the combatant command, as well as applicable Military Service and DoD regulations, regarding possession, use, safety, and accountability of weapons and ammunition.

(3) All issued weapons, ammunition, and accessories (e.g., holsters) shall be considered Government Furnished Property. Upon redeployment or notification by the combatant command, the Contractor shall ensure that all Government issued weapons and unused ammunition are returned to the point of issue using a method that complies with Military Service regulations for issue and turn-in of firearms.

(f) Vehicle and Equipment Operation.

(1) The Contractor shall ensure that Contractor Personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the AO.

(2) Contractor-owned or leased motor vehicles or equipment shall meet all requirements established by the combatant command and shall be maintained in a safe operating condition.

(g) Passports, Visas and Customs. The Contractor is responsible for obtaining all passports, visas, and other documents necessary for Contractor Personnel to enter and exit any AO.

(h) Purchasing Limited Resources. When the Combatant Command establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate local purchases of goods and services designated as limited, in accordance with instructions provided by the Administrative Contracting Officer or the Contracting Officer's designated representative.

(End of Clause)

H-12 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING
(TACOM)

DEC/2002

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

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(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
 Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
 Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>
 Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
 Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
 [End of Clause]

H-13	52.245-4000	ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS	MAY/2001
	(TACOM)		

The contractor shall, upon receipt of any items specified for overhaul, maintenance or repair, send the following information by email to:

Commercial Repair Program (CRP)[@tacom.army.mil](mailto:crp@tacom.army.mil)

This information will account for Government assets during transit and while in the possession of the contractor until they are returned and received by the Government or its representative.

- (1) Upon receipt of Government assets, notification must be provided within 5 business days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program.
- (2) A weekly report must be submitted showing how many assets were repaired, how many were scrapped and how many were shipped back to the Government under the overhaul/maintenance/repair program.
- (3) All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: "RETURN FROM REPAIR, MARK FOR: (the document number under which the assets

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were received at the contractor location)." NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

[End of Clause]

H-14 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H.15. INDIVIDUAL SUBCONTRACTING PLAN FOR SMALL, SMALL DISADVANTAGED, WOMEN-OWNED SMALL BUSINESS, VETERAN-OWNED AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS AND HUBZONE SMALL BUSINESS CONCERNS

Oshkosh Truck Corporations Individual Subcontract Plan for Small, Small Disadvantaged, Women-owned Small Business, Veteran-owned and Service-Disabled Veteran-owned Small Business and HubZone Small Business Concerns dated January 14, 2004 is hereby incorporated by reference.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-14	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-15	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-16	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-17	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-18	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-19	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-20	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-21	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-22	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-23	52.232-1	PAYMENTS	APR/1984
I-24	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-25	52.232-11	EXTRAS	APR/1984
I-26	52.232-17	INTEREST	JUN/1996
I-27	52.232-25	PROMPT PAYMENT	FEB/2002
I-28	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-29	52.233-1	DISPUTES	JUL/2002
I-30	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-31	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-32	52.242-13	BANKRUPTCY	JUL/1995
I-33	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-34	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-35	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-36	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-37	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-38	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-39	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-40	52.248-1	VALUE ENGINEERING	FEB/2000
I-41	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-42	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-43	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-44	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-45	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-46	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-47	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-48	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	APR/2003
I-49	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-50	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-51	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003

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I-52	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-53	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-54	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-55	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-56	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-57	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-58	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-59	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-60	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ```(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records

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to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: -1-.

[End of Clause]

I-61 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-62 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS APR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

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(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-63 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

- (a) Definitions. As used in this clause--
- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-64 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

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- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

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- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
 - (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

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(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-65 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-66 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

[] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME) (LOCATION)

(3) Facilities for shipping by water

[] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

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(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit MOTOR:_____/Unit WATER:_____ /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	ALL ADDITIONAL HAND & POWER TOOLS REQUIRED FOR KIT INSTALLATION	08-JAN-2004	001	
Attachment 002	INSTALLATION RELATED CONSUMABLES	08-JAN-2004	001	
Attachment 003	CONTRACT DATA REQUIREMENTS LIST (CDRL) FOR HEMTT CPK/AIR CONDITIONING KIT	13-JAN-2004	002	